

**IN THE UNITED STATES DISTRICT  
COURT SOUTHERN DISTRICT OF  
FLORIDA MIAMI DIVISION**

**CASE NO.:**

WENZHOU DELANG IMP. & EXP. TRADE  
CO., LTD., a Chinese limited liability  
company,

Plaintiff(s),

v.

/

ZIGI USA LLC, a Florida limited liability  
company,

Defendant(s).

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**COMPLAINT**

Plaintiff, WENZHOU DELANG IMP. & EXP. TRADE CO., LTD. (also referred to as “WENZHOU”), sues Defendant, ZIGI USA LLC (also referred to as “ZIGI”), and alleges as follows:

**GENERAL ALLEGATIONS**

1. Plaintiff, WENZHOU DELANG IMP. & EXP. TRADE CO., LTD., is a Chinese limited liability company with its principal place of business in the People’s Republic of China.
2. Defendant, ZIGI USA LLC, is a Delaware limited liability company with its principal place of business in Miami-Dade County, Florida, USA.
3. This court has federal question jurisdiction under 28 USCS § 1331, because the rights of Plaintiff, WENZHOU, arise under and pursuant to the United Nations Convention on Contracts for the International Sale of Goods (“CISG”) which is a self-executing treaty ratified by the United States Senate which created a private right of action in federal court. Alternatively and

in addition, this court has diversity jurisdiction under 28 USCS § 1332, because “the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs,” and is between the Defendant, a citizen of the State of Florida, and the Plaintiff, a citizen and subject of a foreign state, the People’s Republic of China.

4. Venue is proper in this court under 28 USCS § 1391, because the Defendant resides and has its principal place of business in and is subject to the court’s personal jurisdiction with respect to this civil action in Miami-Dade County, Florida, and because a substantial part of the events or omissions giving rise to the claim occurred in Miami-Dade County, Florida.

5. All conditions precedent to this lawsuit have occurred or been waived.

6. Plaintiff, WENZHOU DELANG IMP. & EXP. TRADE CO., LTD., has hired Pugh Law Office P.A. to represent it in this matter and has agreed to pay the firm a reasonable fee.

**COUNT 1 - BREACH OF AGREEMENT FOR THE SALE OF GOODS UNDER CISG**

7. Plaintiff, realleges and reincorporates paragraphs 1 through and including 6 above as if fully set forth herein.

8. Defendant, ZIGI, and Plaintiff, WENZHOU, entered into an agreement for Defendant, ZIGI, to purchase, and Plaintiff, WENZHOU, to sell, goods, which Defendant, ZIGI, intended to resell to its customers and which were not bought for the personal, family or household use of Defendant, ZIGI. Alternatively, insofar as Defendant, ZIGI, may have bought the goods for personal, family or household use, Plaintiff, WENZHOU., neither knew nor ought to have known that the goods were bought for any such use.

9. Purchase orders under and subject to the agreement were subsequently entered into.

10. Pursuant to the CISG, Article 11, the contract of sale need not be concluded in or evidenced by writing and is not subject to any other requirement as to form. The agreement between Defendant, ZIGI, and Plaintiff, WENZHOU., can be proved by the purchase orders

between Defendant and Plaintiff, the communications between them, their course of dealings, performance, and/or through witnesses.

11. Plaintiff, WENZHOU, delivered goods to Defendant, ZIGI, as agreed.

12. However, Defendant, ZIGI USA LLC, breached the agreement by failing to pay Plaintiff, WENZHOU DELANG IMP. & EXP. TRADE CO., LTD., for some goods in full.

13. As a consequence, Plaintiff, WENZHOU, has been damaged.

14. In total, Defendant, ZIGI, owes Plaintiff, WENZHOU, approximately \$1.2 million USD. A non-final summary of the unpaid amounts is attached hereto as Exhibit "A".

WHEREFORE, Plaintiff, WENZHOU DELANG IMP. & EXP. TRADE CO., LTD., requests this honorable court enter judgment against Defendant, ZIGI USA LLC, for:

- A. Damages;
- B. Prejudgment interest;
- C. Costs; and
- D. Any further relief the court finds appropriate.

#### **COUNT 2 - UNJUST ENRICHMENT ALTERNATIVELY**

15. Plaintiff realleges and reincorporates paragraphs 1 through and including 6 above as if fully set forth herein.

16. Plaintiff, WENZHOU, delivered goods to ZIGI at its request or Defendant, ZIGI, knowingly and voluntarily accepted those goods.

17. By providing goods to Defendant, ZIGI, Plaintiff, WENZHOU, conferred a benefit upon Defendant, ZIGI.

18. Defendant, ZIGI, appreciated that benefit.

19. It is inequitable for Defendant, ZIGI, to retain the goods without paying Plaintiff, WENZHOU, the value thereof.

WHEREFORE, Plaintiff, WENZHOU DELANG IMP. & EXP. TRADE CO., LTD., requests this honorable court enter judgment against Defendant, ZIGI USA LLC, alternatively to the relief requested in Count 1 for:

- A. Damages;
- B. Prejudgment interest;
- C. Costs; and
- D. Any further relief the court finds appropriate.

**COUNT 3 - FRAUD IN THE INDUCEMENT AND PERFORMANCE**

20. Plaintiff realleges and reincorporates paragraphs 1 through and including 6 above as if fully set forth herein.

21. This is an action by Plaintiff, WENZHOU DELANG IMP. & EXP. TRADE CO., LTD, against Defendant, ZIGI USA LLC, for fraud in the inducement and performance.

22. As a consequence of the misrepresentations and omissions alleged below, Plaintiff, WENZHOU, and Defendant, ZIGI, entered into an agreement under CISG for ZIGI to purchase, and WENZHOU to sell, goods.

23. As a consequence of the misrepresentations and omissions alleged below, purchase orders under and subject to the agreement were subsequently entered into.

24. At the time that the agreement and the purchase orders of goods were entered into subject to the agreement, ZIGI represented to Plaintiff, WENZHOU, that the purchase orders would be timely paid and omitted to inform Plaintiff, WENZHOU, that, in the event that to its satisfaction, the American economy did not rebound after or during the economic downturn caused

by the Covid, perhaps among other things, or ZIGI did not receive payments from its customers for the resale of the goods subject to the agreement, timely payment for the goods from ZIGI to Plaintiff, WENZHOU, would not be forthcoming as agreed, a material fact.

25. In addition, ZIGI continued to accept goods from WENZHOU subject to the agreement and the purchase orders without payment for the goods intending that it would not pay for those goods unless, to its satisfaction, the American economy rebounded after or during the economic downturn caused by the Covid pandemic, perhaps among other things, or until it received payments from its customers.

26. During times material to the agreement between the parties, Defendant, ZIGI, had the pattern and practice of continuing to enter into purchase orders from and/or accept goods from Plaintiff, WENZHOU, subject to the agreement and the purchase orders, without payment for the goods intending that it would not pay for those goods unless the American economy rebounded after or during the economic downturn caused by the Covid pandemic, perhaps among other things, or until it received payments from its customers.

27. ZIGI had the same practice of entering into agreements and purchase orders with and/or accepting goods from other suppliers, such as, but not necessarily limited to, Strategy Enterprises Limited and Universal International Max, Limited, without payment for the goods delivered by such other suppliers, intending that it would not pay for those goods unless the American economy rebounded after or during the economic downturn caused by the Covid pandemic, perhaps among other things, or until it received payments from its customers.

28. Due to the misrepresentations made and the omissions of material facts to Plaintiff, WENZHOU, by Defendant, ZIGI, manufactured goods and delivered them to ZIGI.

29. Defendant, ZIGI, knew that the misrepresentations and the omissions of facts to Plaintiff, WENZHOU, which Defendant, ZIGI, was under the duty to disclose, were made with the intent to induce reliance and were not accurate and were and contained false statements or omissions of material facts.

30. Alternatively, Defendant, ZIGI, agreed and represented that the purchase orders would be timely paid without any intention of timely performing and paying under the agreement or with the positive intention not to perform in the event that, to its satisfaction, the American economy did not rebound after or during the economic downturn caused by the Covid pandemic, perhaps among other things, or ZIGI did not receive payments from its customers for the resale of the goods subject to the agreement.

31. The intentional misrepresentations or omissions of material fact by Defendant, , ZIGI, constituted a material inducement to Plaintiff, WENZHOU, to manufacture and deliver the goods under the agreement between them.

32. Plaintiff, WENZHOU, foreseeably, justifiably and reasonably, relied on the misrepresentations.

33. As a consequence of the above, Plaintiff, WENZHOU, has been damaged.

WHEREFORE, Plaintiff, WENZHOU DELANG IMP. & EXP. TRADE CO., LTD., demands judgment against Defendant, ZIGI USA LLC, for damages, including general, actual, compensatory, and special damages, for pre-judgment and post-judgment interest and post-judgment interest, for costs, and for such further and additional relief as this Court deems just and proper.

**COUNT 4 - NEGLIGENT MISREPRESENTATION**

34. Plaintiff realleges and reincorporates paragraphs 1 through and including 6 and 22 through 28 above as if fully set forth herein

35. This is an action by Plaintiff, WENZHOU DELANG IMP. & EXP. TRADE CO., LTD., against Defendant, ZIGI USA LLC, for negligent misrepresentation.

36. Either Defendant, ZIGI, knew or, in the exercise of reasonable care, should have known that the misrepresentations made were not accurate and were and contained false statements of facts or omitted facts which it was under the duty to disclose, and it made the misrepresentations of facts without knowledge as to their truth or falsity, or it made misrepresentations of facts under circumstances in which it ought to have known of their falsity.

37. Plaintiff, WENZHOU, foreseeably, justifiably and reasonably, relied on the misrepresentations of Defendant, ZIGI.

38. As a consequence of the above, Plaintiff, WENZHOU, has been damaged.

WHEREFORE, Plaintiff, WENZHOU DELANG IMP. & EXP. TRADE CO., LTD., demands judgment against Defendant, ZIGI USA LLC, for damages, including general, actual, compensatory, and special damages, for pre-judgment and post-judgment interest, for costs, and for such further and additional relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, WENZHOU DELANG IMP. & EXP. TRADE CO., LTD., demands jury trial of all issues so triable.

PUGH LAW OFFICE, P.A.

/s/ Michael J. Pugh

Michael J. Pugh, Esquire

Florida Bar No: 175547

Jason M. Pugh, Esquire

Florida Bar No. 70358

3101 Maguire Blvd., Suite 270

Orlando, Florida 32803

(407) 890-5818; Fax: (407) 890-5819

Toll Free: +1 (888) 512-0868

mp@pugh;awoffice.com

jp@pughlawoffice.com

contact@pughlawoffice.com